

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

AMENDMENT TO  
PROTECTIVE COVENANTS  
CYPRESS LANDING PHASE I SECTION 14

THIS AMENDMENT TO THE PROTECTIVE COVENANTS, CYPRESS LANDING, is dated for purposes of reference only this 17<sup>th</sup> day of JUNE, 1998, and is submitted for recordation by WEYERHAEUSER REAL ESTATE COMPANY, a corporation qualified to do business in the State of North Carolina (hereinafter "Declarant").

RECITALS:

Declarant has prepared a master development plan for a predominantly residential community named Cypress Landing. The development plan for Cypress Landing is set out in the Protective Covenants for Cypress Landing recorded in Book 997, Pages 228 through 272, and rerecorded in Book 998, Pages 2 through 61, Beaufort County Registry, and which Protective Covenants have been subsequently amended ("Master Covenants"). Certain properties described in the Master Covenants were subjected to its provisions. Declarant reserved the right, in Paragraph 2 of the Master Covenants, to subject described additional properties to the terms and conditions of the Master Covenants. Declarant further reserved the right to impose new or different development guidelines and restrictions on the additional properties made subject to the Master Covenants. The purpose of this Amendment to Protective Covenants (the "Amendment") is to subject additional properties to the terms and conditions of the Master Covenants, and to specify particular restrictions and easements applicable to the properties described herein.

Therefore, the Master Covenants are hereby amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Master Covenants shall apply fully to all of the property described on that plat entitled Weyerhaeuser Real Estate Company, Cypress Landing Subdivision, Phase I, Section 14, recorded in Slide Cabinet F, Slide 25-9-10, Beaufort County Registry (the "Section 14 Plat"), including numbered residential subdivision Lots 381 through 421 depicted thereon. All of the terms and provisions of the Master Covenants shall be fully binding and applicable to such property, except as specifically modified herein. The Lots shown on the Section 14 Plat shall be referred to as "Section 14 Lots".

2. DUES. As required by Paragraph 6G of the Master Covenants, Declarant shall begin paying dues on unsold Section 14 Lots on the first day of the month following the conveyance by Declarant to a third party of any Section 14 Lot shown on the Section 14 Plat.

3. BUILDING RESTRICTIONS. All building restrictions contained in the Master Covenants shall be fully applicable to Section 14 Lots, except as more fully set out in this paragraph 3.

The minimum square footage of heated, enclosed living space for each approved Living Unit shall be as follows:

(a) the minimum square footage of heated, enclosed living space for each approved Living Unit other than Living Units fronting on the golf course shall be 1650 square feet for single level homes, and 1,900 square feet for two level homes; a minimum of 1,200 square feet of such space as to a two level home must be located in the first living floor of the Living Unit.

(b) the minimum square footage of heated, enclosed living space for each approved Living Unit fronting on the golf course shall be 1800 square feet for single family homes, and 2,000 square feet for two level homes; a minimum of 1,300 square feet of such space as to a two level home must be located in the first living floor of the Living Unit.

Furthermore, in lieu of the 10 feet utility, drainage and maintenance easement running parallel to each street as set out in paragraph 13 of the Master Covenants, said utility, drainage and maintenance easement for all Section 14 Lots shall be 15 feet in width.

4. STORMWATER REGULATIONS. Section 14 Lots shall have a limited amount of impervious surface on each Lot, in order to comply with the regulations adopted by the Environmental Management Commission of the State of North Carolina. The amount of allowed impervious surface on each restricted Lot is as set out on Exhibit A attached hereto. The owner of each Section 14 Lot shall be responsible for determining the definition of impervious surface, as determined by the State of North Carolina, but generally an impervious surface results from any alteration of the natural conditions on a Lot so as to significantly impede the percolation of water from such surface, and therefore includes houses, driveways, sidewalks, patios and other such surfaces. As required by the Master Covenants, the location of all impervious surfaces on all Lots must be approved by the Committee. Furthermore, as allowed by the Master Covenants, the restrictions contained in this paragraph #4 as to Section 14 Lots are specifically enforceable by the State of North Carolina, as well as by the Association and by the owners of other properties within Cypress Landing.

5. RICE PATCH CREEK. No construction shall be allowed within Rice Patch Creek unless approved by the Association, and unless permits are issued therefore by the Coastal Resources Commission of the State of North Carolina.

EXHIBIT A  
SECTION 14 PHASE 1

Lot #	Actual Lot	Using 28 3/4% Lot	Proposed Allowable	Imp.	Impervious Area
	Size (SF)	Built-Up Area (SF)	Built-Up Area (SF) (including Drive in R/W)	Cov. (%)	Adjusted
361	24,392	6,484	7,317	30.0	Increased
362	21,409	5,673	6,422	30.0	Increased
363	20,368	5,403	6,196	30.0	Increased
364	19,136	5,071	5,740	30.0	Increased
365	19,282	5,112	6,500	33.7	Increased
366	19,488	5,158	6,500	33.4	Increased
367	18,856	4,997	6,500	34.5	Increased
368	18,248	4,838	6,500	35.6	Increased
369	22,826	6,049	6,847	30.0	Increased
390	59,188	13,294	15,000	29.9	Increased
391	49,738	13,181	14,500	29.2	Increased
392	54,691	14,493	15,000	27.4	Increased
393	28,046	7,432	8,400	30.0	Increased
394	28,535	7,562	8,550	30.0	Increased
395	63,502	16,828	14,000	22.0	Decreased
396	136,034	36,049	14,000	10.3	Decreased
397	63,606	16,908	14,000	21.9	Decreased
398	46,259	12,259	14,000	30.3	Increased
399	29,390	7,788	7,788	26.5	No
400	19,016	5,039	5,704	30.0	Increased
401	31,326	8,301	8,301	26.5	No
402	43,604	11,555	11,555	26.5	No
403	41,565	11,015	12,000	29.9	Increased
404	78,007	20,672	12,000	15.4	Decreased
405	108,713	28,808	12,000	11.0	Decreased
406	62,827	21,876	12,000	14.5	Decreased
407	111,587	29,571	16,000	14.3	Decreased
408	81,641	21,635	15,000	18.4	Decreased
409	79,186	20,964	15,000	18.9	Decreased
410	35,118	9,307	10,650	30.0	Increased
411	36,815	7,108	8,050	30.0	Increased
412	21,582	5,719	6,475	30.0	Increased
413	19,173	5,061	5,751	30.0	Increased
414	19,607	5,186	5,862	30.0	Increased
415	20,637	5,522	6,250	30.0	Increased
416	20,008	5,302	6,000	30.0	Increased
417	33,759	8,948	10,100	29.9	Increased
418	72,182	19,128	15,000	20.8	Decreased
419	87,120	23,087	15,000	17.2	Decreased
420	31,610	8,377	9,475	30.0	Increased
421	53,141	14,082	12,000	22.6	Decreased
<b>Total Lot SF</b>					
	1,852,709	480,968	413,774		
<b>Total Lot Ac.</b>					
	42.53	11.27	9.50		
<b>Total R/W Ac.</b>					
	3.37	1.10	1.10		
<b>Total Com. Area Ac.</b>					
	0.00	0.00	0.00		
<b>Total Phase Ac.</b>					
	45.91	12.37	10.60		
<b>Total % Impervious</b>					
		26.95	23.09		
<b>Maximum Allowable Impervious Area = 0.30 x 45.91 ac = 13.77 ac (30%)</b>					
<b>Total Tract Proposed Impervious Area = 10.60 ac (23.09%)</b>					
<b>Total Reduction from Allowable Imp. Area = 3.17 ac (23.02%)</b>					

6. **SURVIVAL.** Except as specifically altered by this Amendment, all provisions of the Master Covenants, as the same may be amended from time to time, shall be fully applicable to all Section 14 Lots, and the terms and conditions of the Master Covenants shall remain in full force and effect as to all Lots encumbered thereby.

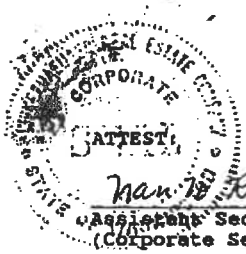
7. **DEFINITIONS.** Any capitalized term set out herein, not defined herein, shall have the meaning of said defined term as set out in the Master Covenants.

IN WITNESS WHEREOF, the undersigned have executed this instrument under authority duly given as of the day and year first above written.

WEYERHAEUSER REAL ESTATE COMPANY

BY:

*John M. Doughty*  
JOHN M. DOUGHTY,  
ASSISTANT VICE PRESIDENT



*Nan W. Rackley*  
Assistant Secretary  
(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

*Kip Bregory  
900 Post Rd. Dr.  
Chocoma, N.C. 27817*

I, Sylvia L. Flowers, a Notary Public, certify that Nan W. Rackley personally came before me this day and acknowledged that he/she is Assistant Secretary of WEYERHAEUSER REAL ESTATE COMPANY, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by John M. Doughty, its Assistant Vice President, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary.

WITNESS my hand and official seal, this 17<sup>th</sup> day of April, 1998.

*Sylvia L. Flowers*  
Notary Public



My Commission Expires: North Carolina  
Beaufort County

The foregoing Certificate of Sylvia L. Flowers

Notary Public/Notaries Public is/are certified to be correct  
This 17<sup>th</sup> day of April, 1998 at 4:02 'clock P.M.  
By D. Jennifer Leggett  
Register of Deeds

Weyer Sect-14.Amd  
4-6-98